GENERAL RULES OF THE GAME

™Back Market

BACK MARKET INC., ("Back Market"), incorporated under the laws of Delaware, under the registration number 6600597 and having its registered office at 100 Bogart St, Brooklyn, NY 11206, is organizing a game with no obligation to purchase (the "Game").

The Game will take place on the official Back Market Website, www.backmarket.com (the "Website") .

Participation in the Game is subject to compliance with the conventions described in the Rules below.

Back Market shall hereinafter be referred to as "the Organizer." The participant will be referred to as the "Participant." The competition's winner is hereinafter referred to as "the Winner."

ARTICLE 1: Participants

This Game, without an obligation to purchase, is open to people who are at least 18 years old as of the date of entry residing in the United States on the date the Game begins.

Members of the Organizer's staff or any person having a direct or indirect link with the company are excluded from the Game.

The Organizer reserves the right to ask any Participant to justify the above conditions.

The Game is subject to all applicable federal, state, and local laws and regulations.

ARTICLE 2: Terms and conditions of the Game

Participation in the Game implies full acceptance of the present Rules.

• The prize is:

15x Obsolete boxes worth \$99 (ninety-nine dollars)

Obsolete box contains 1 HP EliteBook 840 G3 with Chrome OS pre-installed, along with its charging cable and will be sent to winners by 12.31.2025.

The Winner agrees to accept the Prize as offered without the possibility of exchange, in cash, other goods or services of any kind whatsoever, or transfer of the benefit to a third person. The Winner agrees that the Prize cannot be (i) combined with a promo code or discount code, (ii) cannot be applied to shipping fees, or (iii) retroactively used for an order already placed by the Winner.

• Terms of Participation:

The Game is valid on <u>www.backmarket.com</u>, during the following period September 15th 2025 to October 20th 2025

To be entered for the Game, one must:

• Subscribe to our newsletter on <u>www.backmarket.com</u> during the game period.

- Be a resident in the United States of America
- Be at least 18 years old as of the date of entry

Only one entry per Participant is allowed. Participation in the Game is strictly personal and nominative.

Game duration

Participation in the Game must occur between *September 15th 2025 to October 20th 2025* Entries after the closing of the Game will not be considered.

The Organizer reserves the right to extend the duration of the Game. However, any modification of the period of the Game will be the subject of an amendment which will be made available on the Website.

Odds

The odds of winning depend on the number of eligible entries received.

ARTICLE 3: Designation and announcement of the Winner

A random drawing will be held on October 20, 2025 among the Participants fulfilling the above conditions.

Only fifteen (15) Winners will be selected in a random drawing by the Organizer.

The Organizer will contact the Winner[s] by e-mail to communicate information about the Prize and its conditions of use within 72 hours from the end of the Game.

The Organizer shall have no liability for a Winner's failure to receive notices due to Winner's spam, junk email, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information.

ARTICLE 4: Responsibility

The Organizer cannot be held responsible if, for a reason beyond its control, technical or computer malfunctions or any other technical problems affect the proper conduct of the Game.

The Organizer may cancel all or part of the Game if fraud appears to have occurred in any form whatsoever in connection with participation. In this case, it reserves the right not to award the winnings to the fraudsters and/or to prosecute the authors of these frauds before the competent courts.

The Organizer cannot be held responsible for Participants' incomplete, incorrect, or illegible entries.

Furthermore, the Organizer declines all responsibility for any incidents that may occur during the use of the Prize and/or during the enjoyment of the product purchased using the Prize, and in particular for the enjoyment of this product by a minor who remains under the complete and total responsibility of a legal representative.

By entering this Game, you understand that the Organizer, anyone acting on behalf of the Organizer, or any of their respective licensees, successors, and assigns, will have the right, where permitted by law, without further notice, review, or consent to print, publish, broadcast, distribute, and use, worldwide in any media known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, your name, portrait, picture, voice, likeness, image or statements about the Game, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

ARTICLE 5: Applicable law

The present Rules are governed by the laws of the United States of America and New York State, without respect to conflict law doctrines.

Participants acknowledge without reservation that the mere fact of participating in this Game implies their acceptance of the Rules.

Any claim must be made through writing no later than one (1) month following the end of the Game (as evidenced by the postmark) at 100 Bogart St, Brooklyn, NY 11206 or by email at legal@backmarket.com. After this date, no claim will be accepted.

Information submitted with an entry is subject to the Privacy Policy stated on the Back Market website. To read the Privacy Policy, <u>click here.</u>

As a condition of participating in this Game, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Game, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York State, having jurisdiction. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than your actual out-of-of-pocket expenses (i.e. costs associated with entering this Game), and you further waive all rights to have damages multiplied or increased.